



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize Request for Proposals for Security Services for Hutchins Street Square Community Center

MEETING DATE: May 16, 2012

PREPARED BY: Parks, Recreation and Cultural Services Interim Director

RECOMMENDED ACTION: Authorize Request for Proposals for security services for Hutchins Street Square Community Center.

BACKGROUND INFORMATION: The Request for Proposals is being submitted for approval to secure a permanent contracted security company to oversee events at Hutchins Street Square. The scope of work will border Rose, Walnut, Hutchins and Oak Streets including the parking lots and interior of Hutchins Street Square. The cost of the security guards is offset by event revenue.

The security company currently utilized is under an old agreement via the previous City Manager. The agreement does not meet the City's current contract requirements. Outside security is required to help protect premises and patrons. Charges for the service are the responsibility of and charged to the renter. Annual security charges are estimated to be \$20,000.

The City Council approved a Request for Proposals in February, but staff received only one qualifying proposal from 20 security firms contacted. As a result, the requirement that bidders carry \$3 million in liability insurance is being reduced to \$2 million in response to comments from security companies in order to attract more interest. As the security guards are not armed and serve primarily as a deterrent, staff is comfortable with the reduced insurance level.

FISCAL IMPACT: None at this time.

FUNDING AVAILABLE: Not applicable at this time.



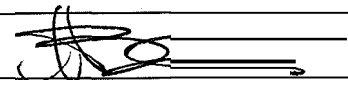
JEFF HOOD

Parks, Recreation and Cultural Services Interim Director

JH/dkb

Attachments

APPROVED:



Konradt Bartlam, City Manager

**REQUEST FOR PROPOSALS
FOR
SECURITY SERVICES
AT
HUTCHINS STREET SQUARE COMMUNITY CENTER

CITY OF LODI, CALIFORNIA**

Notice is hereby given that sealed proposals will be received by the Director of Cultural Services, Parks and Recreation, Hutchins Street Square, 125 S. Hutchins Street, Lodi, California, 95240 until 3 p.m. June 28, 2012. At that time, the proposals will be publicly opened and read in the Green Room at Hutchins Street Square Community Center, 125 S. Hutchins Street, Lodi, CA 95240 and provided to the Community Center Department for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services-
Hutchins Street Square Community Center
125 S. Hutchins Street
Lodi, CA 95240
City of Lodi
Attn: Director**

Proposals received after 3 p.m. on June 28, 2012, will be returned to the Proposer unopened.

This Request for Proposals (RFP) is intended to be used to qualify and select a firm to provide contracted security services for Hutchins Street Square Community Center located at 125 S. Hutchins Street in Lodi, California

Individuals or firms submitting proposals must demonstrate knowledge and experience with providing security guard services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal and the further right to reject any and all proposals.

Technical questions regarding this RFP may be directed to Deanie Bridewell, Hutchins Street Square Community Center Manager, (209) 333-6800, extension 2458.

Sincerely,

Jeff Hood
Parks, Recreation and Cultural Services Interim Director

**REQUEST FOR PROPOSALS
FOR
SECURITY SERVICES
AT
HUTCHINS STREET SQUARE COMMUNITY CENTER
CITY OF LODI, CALIFORNIA**

I. General Information

A. Introduction

The City of Lodi will receive sealed proposals to qualify and select a firm to provide security services for Hutchins Street Square Community Center located at 125 South Hutchins Street in Lodi, California.

The City of Lodi anticipates work to commence on, or about July 30, 2012. The duration of the contract shall be for three (3) years with the option for two (2) one-year extensions.

Sealed proposals will be received by the Interim Director of Cultural Services, Parks and Recreation, Hutchins Street Square, 125 S. Hutchins Street Lodi, California, 95240, until 3 p.m. on June 28, 2012. At that time, the proposals will be publicly opened and read in the Green Room, Hutchins Street Square Community Center, 125 South Hutchins Street, Lodi, CA, and provided to the Hutchins Street Square Community Center Division for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services -
Hutchins Street Square Community Center
City of Lodi
125 S. Hutchins Street
Lodi, CA 95240
Attn: Interim Director**

Proposals received after 3 p.m. on June 28, 2012 will be returned to the Proposer unopened.

Proposer must read and understand the information and instructions for responding to this Request for Proposals (RFP).

Proposer must comply with all federal, State and local laws, statutes, ordinances, regulations, and other applicable laws which in any manner affect the services to be provided to the City under this RFP.

Proposer must provide satisfactory proof of liability, casualty and worker's compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of the vendor or City of Lodi which may arise or damages under any contract awarded as a result of this RFP, as more specifically set forth in Addendum A to this RFP.

Any confidential information, or information protected by copyright, patent or trademark, included in the proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide security guard services as specified in Section III, Specifications, and "Scope of Services." Upon selection, the City of Lodi may enter into negotiations with proposer for determination of final contract terms and pricing.

Failure to respond to any requirements outlined in this RFP, or failure to enclose copies of the required documents, may disqualify the proposal. Firms declining to submit a proposal in response to this request should so advise the Interim Director, in writing, to preclude the exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

B. Pre-Proposal Conference

No pre-proposal conference is scheduled in conjunction with this RFP

C. Proposal Format

Proposal shall be submitted bound or in booklet form, computer-generated or typewritten, with the information presented in the following order:

1. Letter of Introduction on company letterhead to include company background, office location and mailing address, telephone, email address, and FAX numbers, company principals, Private Patrol Operator (PPO) number, and primary contact(s).
2. Size of staff and their license credentials.
3. Description of equipment proposed to be used in the performance of security service.
4. Staff training and certification programs.
5. Description of similar services provided to other entities, along with contact information for each.
6. A detailed outline of services to be provided.
7. Cost of services on a per-hour basis.
8. A minimum of four **(4)** references. Reference must include (at a minimum) contract time frame, contact person for contract and telephone number, number of staff on site and type of service performed.
9. Sample of Incident Report which would be provided to the local law enforcement and the Hutchins Street Square Community Center Division.

10. Statement of Insurance Coverage in the types and amounts previously set forth in Section II.H of this RFP
11. Signature page, with State License number.

Three (3) copies of the Proposal shall be submitted.

D. Interpretation

If any person contemplating submittal of a proposal is in doubt as to the proposal procedures, such person shall contact the Hutchins Street Square Community Center Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP. Any questions received will be responded to in writing via an addendum three (3) working days prior to the Proposal opening date. Questions received after June 21, 2012 will not be addressed.

E. Withdrawal of Proposal

Any Proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No Proposer may withdraw a proposal after the time and date set for the opening thereof.

F. Multiple Proposals

No person, firm or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services.

G. Addenda

Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP response and shall be made a part of any contract made between the City of Lodi and the service provider pursuant to this RFP.

H. Opening of Proposals

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the Proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the RFP. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

I. Disputes

In case of discrepancy between words and figures, words shall prevail during the evaluation; however, the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

J. Evaluation of Proposals

Proposals will be evaluated on content and presentation with emphasis on verifiable experience in providing similar services and on extent of proposed services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs and references.

K. Decision to Reject

The City reserves the right to reject any and all proposals for any reason or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work it. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this RFP.

L. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior written consent. The Scope of Services required is set forth in Section III, "Specifications" of this RFP.

M. Invoicing and Verification of Costs

Properly documented invoices for Hutchins Street Square Community Center Security Services shall be submitted to:

City of Lodi – Hutchins Street Square Community Center
Attention: Rental Consultant
125 S. Hutchins Street
Lodi, CA 95240

II. Special Conditions

A. Licensing of Security Services

Proposer shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the period of the contract. In addition, the proposer shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020 at the time of the issuance of the proposal to the City.

B. Force Majeure

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such nature, the cause, date of commencement thereof and the anticipated extent of such delay, shall indicate whether it is anticipated that the completion dates would be affected thereby.

C. Records and Audits

The selected service provider shall maintain accurate and complete records specifically relating to the service provided under the contract. Service provider shall also keep records and books of account showing times and scope of services provided in the performance of the contract. The City shall have the right to inspect and audit the books, records and other items relating to the contract.

D. Scheduling

The Hutchins Street Square Community Center Rental Consultant shall provide required service times. In most cases, notice of one (1) week will be given prior to any change for security services.

E. Subcontracting

Should any Proposer contemplate subcontracting any part of the work or services under the contract, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to whom the contract is awarded shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service contract scheduled by the City of Lodi with the selected service provider. All applicable terms and conditions arising from the contract to be awarded under this RFP will apply to the sub-contractor.

F. Chanaes

The contract shall not be subcontracted, assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written and signed amendment to the contract. The proposed work or services shall be diligently prosecuted in accordance with the contract.

G. Standard of Performance

1. The selected service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment.
2. If any failure to meet the foregoing warranty appears during the term of the contract, the City may terminate the contract and require the reimbursement of all expenses necessary to replace or restore such services.

H. Indemnity and Insurance

The selected service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any contract made pursuant to this RFP. The insurance requirements are included in Addendum A to this RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the contract as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the contract.

Service provider shall defend, indemnify and hold harmless the City, its elected and appointed officials, directors, officers, employees, and volunteers from and against any and all claims, demands, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this contract made pursuant to this RFP, provided that any such claim, damage, loss, or expense is caused by negligent acts, errors or omissions of the service provider, anyone directly or indirectly employed by the service provider, acting under the direction of the service provider, or anyone for whose acts service provider may be liable, during the performance of services under the terms of the contract.

I. Interest of Proposer

At all times, the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind the City to contract or other obligation. Under the contract made pursuant to this RFP, the service provider shall certify that no one who has or will have any financial interest under the contract is an officer or employee of the City.

J. Entire Contract

The contract between the City and the service provider will constitute the entire agreement of the parties thereto and will supersede any previous contract, agreement or understanding, either oral or written, between the City and the selected service provider. The contract may not be modified except in writing and executed by both parties.

K. Governing Law

The laws of the State of California shall govern this RFP process and the contract. All services provided to the City shall comply with all policies, rules and regulations which may be in effect during the term of the contract, including all federal, State and local statutes, ordinances, and regulations applicable to the contract and the services to be provided thereunder. Venue of any actions disputes, or claims brought thereunder shall be situated in or transferred to the Superior Court of the County of San Joaquin, State of California.

III. Specifications

The Scope of Services as set forth in this RFP represents an outline of the services which the City anticipates the successful proposer to perform, and is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services in the contract for security services shall be negotiated between the City and the successful proposer. As a minimum, the following security services are anticipated to be needed, but not limited to:

A. Scope of Services for Hutchins Street Square Community Center

1. Guard arrival times are ½ hour before events, except for theatre events which arrival time is 1 hour before event. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Security guards, as required by the CITY, are to act in the best interests of the CITY to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the designated facilities to ensure a safe environment for all individuals.

The guard(s) will be required to act on behalf of the City of Lodi in an efficient, courteous, and professional manner at all times, to monitor and notify the event attendant on duty of improper or destructive behavior, and to insist that appropriate behavior prevail. Security personnel powers of arrest are no greater than that of a private citizen. The security company shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel, shall use no force unless absolutely necessary for self-defense. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.

3. Hutchins Street Square will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of Hutchins Street Square Community Center as directed for the event. In addition to the security sweeps, upon arrival to Hutchins Street Square Community Center, the guard(s) will report for check in with the event attendant for site placement, depending on events requirements.
4. Guards shall make available, at any time while on duty, their Security Guard License issued by the State of California. Guards shall be expected to present a valid license to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid Security Guard License shall be grounds for termination of the contract.
5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. The security guards must possess and exercise strong personal interactive skills in dealing with the HSS Event Staff and the public. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in. Head covers, if worn, shall be a part of the uniform. Contractor will provide employee photo identification badges for all security guards assigned to work at HSS facilities.
6. All guards will be equipped with City issued radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Lodi Police or other departments/individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty.
7. Security guards shall arrive at Hutchins Street Square Community Center properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times while on duty.
8. Area of security service shall include back of sidewalk encompassed by 4 streets surrounding Hutchins Street Square: Hutchins, Rose, Walnut and Oak Streets. See Addendum B – Map.

9. Security guards will serve as a visual deterrent to criminal and disruptive behavior for inside and outside the HSS facility.
10. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.
11. Security provider will contact onsite manager or event attendant immediately on issue that arise during supervision.
12. Security personnel are to follow specific direction of Hutchins Street Square/City of Lodi Staff at all times while on duty at the HSS facility.
13. Security guard(s) will patrol areas as specified by onsite manager or event attendant via radio issued by HSS facility staff.
- 14 B. Addendum – Map of HSS facilities.

B. Required Qualifications:

1. Service provider shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the period of the contract. In addition, the Service provider shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020.
2. Firm must have a minimum of three (3) years experience in providing security services.
3. All guards assigned to Hutchins Street Square Community Center facilities must be bonded and employed by a company holding a valid California Private Patrol Operator license that provides 24-hour dispatch. Additionally, all guards shall be licensed and carry their California-issued Security Guard License card with them whenever on duty. At the request of Lodi Police, guards shall immediately present their License and employer-issued identification card.
4. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable, and the service provider's dispatch center.
5. Possession of lethal weapons by guards is prohibited. Guards carrying batons or chemical agents must have a valid certification issued by the State of California and have the certification their possession at all times while on duty and provide the same to the event attendant, or site manager, prior to starting a shift.
6. The security company must have a good working relationship with local law enforcement agencies.

7. The security company shall investigate the background and references of each security guard that would be assigned to the City and advise the City of the results of these investigations as they relate to security guards that are or could be assigned to the City. City retains the right to disqualify any security guard proposed to work at the HSS facilities by the service provider.

Addendum A



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$4,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers **as** additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 **W.** Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 **W.** Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

